

### REQUEST FOR QUOTATION FAX ON DEMAND

Arizona Game and Fish Department Purchasing Office 5000 W. Carefree Hwy. Phoenix, AZ 85086

SOLICITATION NO. <u>QF08–022-C</u> Offers will be accepted until 5:00 p.m. on January 14, 2008

Page 1 of 7 Date: January 3, 2008

VENDOR NOTICE

THIS IS NOT A PURCHASE ORDER

Vendor should quote his best net price, FOB destination, including all charges, including applicable taxes. Delivery schedule should be indicated in spaces provided below. Return your quotation promptly to the requesting Region/Branch at the FAX number indicated below. NOTE: The State of Arizona's Uniform Terms and Conditions, and Instructions to Offerors are hereby incorporated by reference. These documents may be accessed at www.azspo.az.gov or by manually calling the State Procurement Office (602) 542-5511. A copy of these documents are on file and available for review in the Arizona Game and Fish Department Purchasing Office. It is the Offeror's responsibility to obtain the current revision of these documents.

This procurement is expected to be between \$1,000.00 and \$10,000. In accordance with A.R.S. § 41-2535 and A.A.C. R2-7-335 purchase s under \$50,000 are restricted to small businesses. A small business is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and which employs fewer than 100 full-time employees or which had gross receipts of less than \$4 million dollars in its last fiscal year (A.R.S §41-1001-14). BY SUBMITTING A QUOTE IN RESPONSE TO THIS SOLICITATION AN OFFEROR CERTIFIES THAT IT IS A SMALL BUSINESS AS DEFINED ABOVE

less than \$4 million dollars in its last fiscal year (A.R.S §41-1001-14). BY SUBMITTING A QUOTE IN RESPONSE TO THIS SOLICITATION, AN OFFEROR CERTIFIES THAT IT IS A SMALL BUSINESS AS DEFINED ABOVE.											
DELI		a Game 000 W.	and Fish Department Carefree Hwy. x, AZ 85086	Representative: Cir Phone No.: 623 FAX No.: 623		50					
VENDOR QUOTATION											
Item	Qty	Unit		Description			Unit Price	Extended Price			
1	8	ea	Wildlife Capture Cushions	s			\$	\$			
				<b>F A PURCHASE ORD</b> ON MUST BE COMPLETI		NDOR					
				ddress	City	State	Zip	Phone #			
Delivery is promised within calendar days after receipt of an order. If payment is made within days after receipt of goods or services, the buyer is entitled to a discount of% on the above-listed price(s).											
Signature				Date		Typed Name and Title					
Tax ID No "AN EQUAL OPPORTUNITY AGENCY" Fax No.:											



## REQUEST FOR QUOTATION FAX ON DEMAND

(Continuation Sheet)

Arizona Game and Fish Department Purchasing Office 5000 W. Carefree Hwy. Phoenix, AZ 85086

SOLICITATION NO. <u>QF08–022-C</u> Offers will be accepted until 5:00 p.m. on January 14, 2008.

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Date: January 3, 2008

# VENDOR QUOTATION DELIVERY POINT: Arizona Game and Fish Department 5000 W. Carefree Hwy. Phone No.: 623-236-7460 FAX No.: 623-236-7922

Phoenix, AZ 85086

VENDOR QUOTATION

VENDOR QUOTATION										
Item	Qty	Unit	Description	Unit Price	Extended Price					
			Price Increases:							
			1 <sup>st</sup> RenewablePeriod% Maximum Increase							
			2 <sup>nd</sup> RenewablePeriod% Maximum Increase							
			3 <sup>rd</sup> RenewablePeriod% Maximum Increase							
			4 <sup>th</sup> RenewablePeriod%Maximum Increase							
			Vendor Certification:  SMALL BUSINESS  Please check all blanks that apply:  A small business concern is defined as a business, including its affiliates, which is independently owned and operated; is not dominant in the field of operations in which it is bidding on State contracts; and can further quality under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administrations.	Tax (%)						



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Phoenix, Arizona 85086

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#### 1. PURPOSE

This Request For Quotation (RFQ) is to establish a contract for Wildlife Capture Cushions for the Arizona Game and Fish Department (AGFD) in accordance with the requirements of the RFQ.

#### 2. CIVIL RIGHTS NOTIFICATION

The Arizona Game and Fish Department prohibits discrimination on the basis of race, color, sex, national origin, age, disability in its programs and activities. If anyone believes they have been discriminated against in any of the AGFD programs or activities, including its employment practices, the individual may file a complaint alleging discrimination directly with the AGFD Deputy Director, 2221 W. Greenway Rd., Phx., AZ 85023, (602) 789-3290, or the U.S. Fish and Wildlife Service, 4040 N. Fairfax Dr., Suite 130, Arlington, VA 22203. If you require this document in an alternative format, please contact the AGFD Deputy Director as listed above or call TTY at 1-800 367-8939.

#### 3. CIVIL RIGHTS ASSURANCE STATEMENT

The Contractor and Subcontractors are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless or race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the recipient on the basis of race, color, national origin, age, sex (in educational activities) or disability.

NOTE: An Assurance Statement shall be required to be signed by an individual, private organization, or institution receiving U.S. Fish and Wildlife Service conservation assistance under the following circumstances:

- A. If the premises are at any time opened to the public.
- B. If Hunter or Aquatic Resource Education, or any other information/education program sponsored by AGFD, is held on private property.

#### 4. INDEMNITY

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is



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agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

#### 5. ESTIMATED QUANTITIES

The quantities listed in the RFQ are estimates only. Actual quantities purchased may vary from estimates. The State reserves the right to purchase greater or lesser quantities than indicated without penalty.

#### 6. CONTRACT TERM

The term of any resultant contract will commence on the date of award and will continue for one year unless canceled, terminated or extended as otherwise provided herein.

#### 7. DELIVERY

Delivery shall be made within thirty (30) days of receipt of a contract release order/purchase order.

#### 8. CONTRACT EXTENSION

The Department may unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date. In addition, by mutual agreement, any resultant contract may be extended for a supplemental period up to maximum of forty-eight (48) months.

#### 9. PRICE ADJUSTMENT

All prices and percentages in the contract shall remain firm for a one (1) year period after award of contract. The AGFD may review a fully documented request for a price or percentage adjustment only after the contract has been in effect for one (1) year. A price or percentage adjustment shall only be considered if the adjustment does not exceed the percent maximum increase approved at time of contract award

Provide the maximum percentages of increase for each renewal period on the price sheet in the spaces provided. The Offeror is cautioned that the percentages shall be computed against the *ORIGINAL CONTRACT PRICE* for each renewable period. If the blanks are not completed, prices during the renewal periods shall be the same as during the original.

Further, the Offeror is advise that the State of Arizona does not automatically grant any increase at the time of renewing the contract and that if an increase is requested, documentation of need must be provided by the contractor at the time of renewal. The price or percentage adjustment, if approved, will be effective upon the first day of the month following approval.

#### 10. PRICING



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Pricing is all-inclusive including price for all products, delivery and taxes. Refer to Price Sheet, Page 1.

#### 11. TAXES

The applicable State and local taxes will be listed on the price sheet.

#### 12. <u>LICENSES</u>

Contractor will maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor will be responsible for ensuring the current license and permit status of subcontractors, if any.

Failure of the Contractor to obtain or maintain approved federal, state and local licenses and permits required for the operation of the business and performance may be considered a failure to perform to expectations

#### 13. DESCRIPTIVE LITERATURE

All offers must include complete manufacturer's descriptive literature regarding the equipment they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the offer being rejected.

#### 14. CONTRACTS ADMINISTRATION

Following award, the Contractor(s) will contact the AGFD Purchasing Office assigned buyer for guidance or direction in contract interpretation or questions regarding the terms, conditions or scope of the contract.

#### 15. <u>CONTRACT MODIFICATIONS</u>

The State and AGFD will reserve the right to modify this contract as circumstances may require without penalty to fulfill the AGFFD needs. The Contractor (s) will be notified prior to any changes in the contract.

#### 16. INCLUSIVE OFFERORS

Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

#### 17. OFFSHORE PERFORMANCE OF WORK PROHIBITED



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Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

#### 18. FEDERAL IMMIGRATION AND NATIONALITY ACT

The contractor(s) shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor(s) shall flow down this requirement to all subcontractors utilized during the term of the contact. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor(s) and/or any subcontractor(s) be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to suspension of work, cancellation of contract and suspension and/or debarment of the contractor.



#### **ATTACHMENT I**

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#### 1. PURPOSE

This Fax on Demand (FOD) is to establish a contract for Wildlife Capture Cushions for the Arizona Game and Fish Department (AGFD) in accordance with the requirements of the RFQ.

#### 2. SPECIFICIATIONS

- Cushions should be approximately 10 feet long by 10 feet wide and 2 feet deep
- Materials should be durable and light weight
- Carrying bag, when deflated and folded should fit easily into the bed of a standard size pickup truck
- The cushion should be constructed in such a way that remote air supplies (battery operated air pump, gas powered leaf blower) can be connected to its input point.
- Cushion should be able to function properly when catching a 350 pound animal falling from a height of 20 feet.
- There should be some type of safety device (i.e. air pressure release valve, velcro seams) to prevent the bag from being permanently damaged should it rupture.